

Claim #144 Jack McGilvrey

Claim No. 144.

Under article 4. Treaty of 14 June 1866
with Creek Indians.

The undersigned, Jack M. Gilvrey,
aged 34, a Freedman of the Creek Nation, and
during the war, a soldier in the 1st Indian Regt.,
being duly examined and sworn, deposes and
says: Whilst living on his place, about ten
miles from North Fork Town, Creek Nation,
and about the month of August 1863, he
fled therefrom - in company with his master,
Lipscomb M. Gilvrey, a half breed Creek Indian -
and made his way to the Union lines. After
reaching Gibson he enlisted as a Soldier in
the 1st Indian Regiment and served until the
Regiment was mustered out of service; that he
had previously made several attempts to escape
out of the County, because of the hostility shown
towards him on accounts of his Union sentiments,
but unsuccessfully. This defendant further
says that, at the time of his flight from home,
as aforesaid, he owned and possessed, and
necessarily abandoned and lost all the property
hereinafter enumerated, and that he never
thereafter found, or recovered the same, or any
part thereof.

To say,

3.	Three Horses. Valued at	\$ 130.00
8	Eight head of Cattle " "	105.00
250	Two hundred & fifty bushels Corn @ \$1.00	250.00
	House and Kitchen Furniture &c	75.00
	Agricultural Tools, Harness, &c.	30.00
	making a total value of	\$ 590.00
	Five hundred and ninety dollars.	

Further this deponent saith not. his
Jack M^c. Gilvray. mark

Subscribed and Sworn to, before me, at the Creek Agency, on this 12th day of November A.D. 1869.

D. C. Ellsworth
District Off M^g. Ass't P^rpt H^d. Affid.
J. A. Sapley

The undersigned, Alexander M^c. Gilvray, a Freedman of the Creek Nation, and Lipscomb M^c. Gilvray, a half breed Creek Indian, being severally, duly examined and sworn - the former in the English language, and the latter through Sampson Pond (Freedman,) Sworn interpreter ad interim, do, jointly, depose and say: They are not interested in the claim of the above Jack M^c. Gilvray, in any pecuniary manner whatever, nor are they related to him: That they have heard the foregoing Affidavit read to them, and know its contents to be true and correct in every particular.

that the claimant, at the time of his flight from home, did own and possess, and did necessarily abandon and lose all the property set forth in his deposition. The said Lipscomb M^c. Gilvray, for himself, further deposes that the said Taek was his slave at the time of his flight, and that he went with, and accompanied him in his flight to the lines of the Union Army.

Further these deponents do not say.

Alexander M^c. Gilvray, ^{his} mark
Lipscomb M^c. Gilvray, ^{his} mark

Subscribed and sworn to before me at the Creek Agency, on this 12th day of November, A.D. 1869.

Philip
K. Reed, Old Suf Old Sept 1st & off
Supted

Award

The loss of property specified above is deemed established by the foregoing testimony. Also, the status of claimant. The amount claimed, however, is in some instances considered excessive. Upon inquiring, it is found the values of the different kinds of property, at the time the loss occurred, ruled as follows:

Horses - \$20.00 each.

Battle - 5.00 "

Born per bushel. 50 "

and for the following one-half the claimed value:-

House and Kitchen furniture, &c. \$37.00
Agricultural Tools - Harness &c. - 15.00

In consideration of these, and all other facts attainable, bearing upon the case, we believe it just and equitable to award this claimant - Jack McElroy - Two hundred and seventy seven dollars, fifty cents.

\$277⁵⁰
100

W.W. May

Brevet Major General U.S. Army.
Supt. Indian Affairs - Southern Superintendency

P. A. Field
Captain U.S. Army.
Creek Agent

Dec 14 4.

Jack McElroy
claimant under
Article IV Treaty of 14th June 1866;
with
 Creek Indians.

Claim \$590.00.
Award \$277⁵⁰
100